

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

**SUPPLEMENTAL AFFIDAVIT OF SERVICE**

I, Paul Pullo, depose and say that I am employed by Kroll Restructuring Administration LLC (“***Kroll***”), the claims and noticing agent for the Debtors in the above-captioned chapter 11 cases.

On April 17, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Contract Counterparties Service List attached hereto as **Exhibit A**:

- Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount [Docket No. 511]

On April 17, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on Taylor Northeast INC, (ADRID: 29331739), 1704 Hausman Rd, Allentown, PA, 18104-9353:

- Notice of Sale, Bidding Procedures, Auction, and Sale Hearing, a copy of which has been attached hereto as **Exhibit B** (the “***Sale Notice***”)

On April 17, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Litigation Parties Service List attached hereto as **Exhibit C**:

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

- Debtors' Second Motion for Entry of an Order Extending the Debtors' Time to File Notices of Removal of Claims and Causes of Action Related to the Debtors' Chapter 11 Cases [Docket No. 2196]

On April 17, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on Agree Cedar Park TX LLC, (ADRID: 29334473), Agree Limited Partnership, 32301 Woodward Ave, Royal Oak, MI, 48073-0946:

- Notice of Filing of Twenty-Fifth Post-Closing Designation Notice [Docket No. 2261]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Eighteenth Rejection Notice Parties Service List attached hereto as **Exhibit D**:

- Eighteenth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2143]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Nineteenth Rejection Notice Parties Service List attached hereto as **Exhibit E**:

- Nineteenth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2144]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twentieth Rejection Notice Parties Service List attached hereto as **Exhibit F**:

- Twentieth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2145]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twenty-First Rejection Notice Parties Service List attached hereto as **Exhibit G**:

- Twenty-First Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2146]

*[Remainder of page intentionally left blank]*

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twenty-Second Rejection Notice Parties Service List attached hereto as **Exhibit H**:

- Twenty-Second Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2147]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twenty-Third Rejection Notice Parties Service List attached hereto as **Exhibit I**:

- Twenty-Third Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2148]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twenty-Fourth Rejection Notice Parties Service List attached hereto as **Exhibit J**:

- Twenty-Fourth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2149]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the InnoFin Solutions LLC, (ADRID: 30228650), 1745 Shea Center Drive, Suite 400, Highlands Ranch, CO, 80129:

- Twenty-Fifth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2150]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on International Business Machines Corp, (ADRID: 29464086), 1 New Orchard Road, Armonk, NY, 10504-1722:

- Twenty-Sixth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2151]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twenty-Seventh Rejection Notice Parties Service List attached hereto as **Exhibit K**:

- Twenty-Seventh Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2152]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twenty-Eighth Rejection Notice Parties Service List attached hereto as **Exhibit L**:

- Twenty-Eighth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2153]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Twenty-Ninth Rejection Notice Parties Service List attached hereto as **Exhibit M**:

- Twenty-Ninth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2154]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Thirtieth Rejection Notice Parties Service List attached hereto as **Exhibit N**:

- Thirtieth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2155]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Thirty-First Rejection Notice Parties Service List attached hereto as **Exhibit O**:

- Thirty-First Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2156]

On April 22, 2025, at my direction and under my supervision, employees of Kroll caused the following document to be served via First Class Mail on the Supplemental Thirty-Second Rejection Notice Parties Service List attached hereto as **Exhibit P**:

- Thirty-Second Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases [Docket No. 2157]

On April 25, 2025, at my direction and under my supervision, employees of Kroll caused the Sale Notice and the following document to be served via First Class Mail on Supplemental Counterparties Service List attached hereto as **Exhibit Q**:

- Notice of Proposed Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amounts [Docket No. 683], an abridged version of the Cure Notice, a copy of which is attached hereto as **Exhibit R**.

*[Remainder of page intentionally left blank]*

Dated: June 20, 2025

/s/ Paul Pullo  
Paul Pullo

State of New York  
County of New York

Subscribed and sworn (or affirmed) to me on June 20, 2025, by Paul Pullo, proved to me on the basis of satisfactory evidence to be the person who executed this affidavit.

/s/ HERBERT BAER  
Notary Public, State of New York  
No 01BA6205563  
Qualified in Westchester County  
Commission Expires May 11, 2029

**Exhibit A**

Exhibit A

Supplemental Contract Counterparties Service List

Served via First Class Mail

AddressID	Name	Address1	City	State	Postal Code
29463748	Deloitte & Touche LLP	Rockefeller Plaza 41st Floor	New York	NY	10112-0015
29464691	Sedgwick Claims Management Services, Inc.	8125 Sedgwick Way	Memphis	TN	38125-1128

**Exhibit B**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

**NOTICE OF SALE, BIDDING PROCEDURES, AUCTION, AND SALE HEARING**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) on September 9, 2024.

**PLEASE TAKE FURTHER NOTICE** that, on September 9, 2024, the Debtors filed a motion (the “**Motion**”) with the Court seeking entry of an order, among other things, approving (a) procedures for the solicitation of bids (the “**Bidding Procedures**”) in connection with (i) the proposed sale of substantially all of the Debtors’ assets to Gateway BL Acquisition, LLC (the “**Stalking Horse Bidder**”) for approximately \$760 million, consisting of \$2.5 million in cash plus the Debt Payoff Amount (as defined in the Stalking Horse APA) and the assumption of certain liabilities, subject to the submission of higher or otherwise better offers, (ii) the Sale Transaction, and (iii) the Auction,<sup>2</sup> (b) the form and manner of notice related to the Sale Transaction, and (c) procedures for the assumption and assignment of Contracts and Leases in connection with the Sale Transaction.

**PLEASE TAKE FURTHER NOTICE** that, on October 25, 2024, the Court entered an order (the “**Bidding Procedures Order**”) approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Sale Transaction and the Auction [D.I. 612].

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

**PLEASE TAKE FURTHER NOTICE** that, on October 30, 2024, the Debtors filed the Notice of Successful Bidder for the Sale of the Debtors' Assets (the "**Notice of Successful Bidder**") designating the Stalking Horse Bidder as the Successful Bidder [D.I. 661].

### **Obtaining Additional Information**

Copies of the Motion and the Bidding Procedures Order, as well as all related exhibits (including the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors' case information website located at <https://cases.ra.kroll.com/biglots/> or can be requested by email at [BigLotsInfo@ra.kroll.com](mailto:BigLotsInfo@ra.kroll.com).

### **Important Dates and Deadlines**<sup>3</sup>

1. **Bid Deadline.** The deadline to submit a Qualified Bid was **October 28, 2024 at 12:00 p.m. (prevailing Eastern Time)**.
2. **Auction.** The Auction was held on **October 30, 2024 at 10:00 a.m. (prevailing Eastern Time)** at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017.
3. **Auction and Sale Objections Deadline.** The deadline to file with the Court an objection to the Sale Order, the conduct of the Auction, or the Sale Transaction (collectively, the "**Sale Objections**") is **November 6, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "**Sale Objection Deadline**").
4. **Assumption and Assignment Objection Deadline.** The deadline for Counterparties to file with the Court an objection to the potential or proposed assumption or assignment of their Assumed Contract or Assumed Lease, the Debtors' proposed Cure Costs, if any, or the ability of a Successful Bidder to provide adequate assurance of future performance is **November 6, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "**Assumption and Assignment Objection Deadline**").
5. **Sale Hearing.** A hearing (the "**Sale Hearing**") to consider the approval of Sale Transactions will be held before the Court on **November 12, 2024 at 1:30 p.m. (prevailing Eastern Time)** or such other date as determined by the Court.

### **Filing Objections**

Sale Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (d) be filed with the Court no later than the Sale Objection Deadline, and (e) no later than the Sale Objection Deadline, be served on (i) counsel to the Debtors, (y) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick, Esq., Adam L. Shpeen, Esq., Stephen D. Piraino, Esq., Jonah A. Peppiatt, Esq., and Ethan Stern, Esq.

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<sup>3</sup> The following dates and deadlines may be extended by the Debtors, consistent with the terms of the DIP Credit Agreements, or the Court in accordance with the terms of the Bidding Procedures and the Bidding Procedures Order.

(notice.biglots@davispolk.com) and (z) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn: Robert J. Dehney, Sr., Esq., Andrew R. Remming, Esq., Daniel B. Butz, Esq., Tamara K. Mann, Esq., and Casey B. Sawyer, Esq. (biglots.mnat@morrisnichols.com), (ii) counsel to the ABL Agent, (y) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Jacob S. Lang, Esq. (jslang@choate.com) and (z) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Regina Stango Kelbon, Esq. (regina.kelbon@blankrome.com) and Stanley Tarr, Esq. (stanley.tarr@blankrome.com), (iii) counsel to the Term Agent, (y) Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Chad B. Simon, Esq. (CSimon@otterbourg.com), James V. Drew, Esq. (JDrew@otterbourg.com), and Sarah L. Hautzinger, Esq. (shautzinger@otterbourg.com) and (z) Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801, Attn: John H. Knight, Esq. (knight@rlf.com), (iv) proposed counsel to the Committee, (y) McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, NY 10017, Attn: Darren Azman, Esq. (dazman@mwe.com) and Kristin G. Going, Esq. (kgoing@mwe.com), and (z) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto, Esq. (jalberto@coleschotz.com) and Stacy L. Newman, Esq. (snewman@coleschotz.com), (v) counsel to the Stalking Horse Bidder, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Christopher Marcus, P.C. (cmarcus@kirkland.com), Douglas A. Ryder, P.C. (douglas.ryder@kirkland.com), and Nicholas M. Adzima (nicholas.adzima@kirkland.com), and (vi) the U.S. Trustee, Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Linda J. Casey (linda.casey@usdoj.gov).

### **CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION**

*Any party or entity who fails to timely make an objection to a Sale Transaction on or before the Sale Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any objection to the Sale Transaction, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests.*

### **NO SUCCESSOR LIABILITY**

*The assets sold in any Sale Transaction will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the Sale Transaction, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the Sale Transaction. Accordingly, as a result of a Sale Transaction, a Successful Bidder will not be a successor to any of the Debtors by reason of any theory of law or equity, and a Successful Bidder will have no liability, except as expressly provided in a definitive agreement reached between the Debtors and the applicable Successful Bidder, for any liens, claims, encumbrances, and other interests against or in any of the Debtors under any theory of law, including successor liability theories.*

[Remainder of page intentionally left blank]

Dated: October 31, 2024  
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL  
LLP

/s/ Sophie Rogers Churchill

Robert J. Dehney, Sr. (No. 3578)  
Andrew R. Remming (No. 5120)  
Tamara K. Mann (No. 5643)  
Sophie Rogers Churchill (No. 6905)  
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-and-

DAVIS POLK & WARDWELL LLP

Brian M. Resnick (admitted *pro hac vice*)  
Adam L. Shpeen (admitted *pro hac vice*)  
Stephen D. Piraino (admitted *pro hac vice*)  
Jonah A. Peppiatt (admitted *pro hac vice*)  
Ethan Stern (admitted *pro hac vice*)  
450 Lexington Avenue  
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ethan.stern@davispolk.com

*Counsel to the Debtors and Debtors in  
Possession*

**Exhibit C**

## Exhibit C

Supplemental Litigation Parties Service List  
Served via First Class Mail

ADRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	POSTAL CODE
29326249	BERRYMAN, DEBORAH	LAW OFFICES OF LUCAS MAGAZINE	HASKINS, ESQ., STEPHEN H.	9020 RANCHO DEL RIO DR STE 101	NEW PORT RICHEY	FL	34655-5277
29339276	DEMARIA, GINA	Address on File					
29339310	EDGER, SUMER	Address on File					
29413230	POLM, NICHOLAS	Address on File					

**Exhibit D**

Exhibit D

Supplemental Eighteenth Rejection Notice Parties Service List  
Served via First Class Mail

AddressID	Name	Address1	Address2	City	State	Postal Code
30228565	ACESUR NORTH AMERICA INC	2500 WESTCHESTER AVENUE	SUITE 402	PURCHASE	NY	10577
29463360	Advanced Mechanical Services of Central Florida, Inc.	601 S Lake Destiny Rd	Ste 200	Maitland	FL	32751-7262



**Exhibit E**

Exhibit E

Supplemental Nineteenth Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
30228568	ARAMARK	2400 Market St		Philadelphia	PA	19103
29463477	BitSight Technologies, Inc.	111 Huntington Ave.	Ste 400	Boston	MA	02199-1700
29463479	Bizzdesign United States, Inc.	5	361 Newbury St BSMT	Boston	MA	02115-2768

**Exhibit F**

## Exhibit F

Supplemental Twentieth Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
29463486	Blackhawk Network, Inc.	6220 Stoneridge Mall Road		Pleasanton	CA	94588
29463502	BrightView Enterprise Solutions	980 Jolly Road	Suite 300	Blue Bell	PA	19422
30228574	BrowserStack, Inc.	4512 Legacy Dr Ste 100		Plano	TX	75024-2186
30228576	Building Air Services	10460 68h Street North		Pinellas Park	FL	33782-2360
30228577	C.H. Robinson Worldwide, Inc.	14701 Charlson Road		Eden Prairie	MN	55347
30228578	CAP Index, Inc.	64 E Uwchlan Avenue	Suite 520	Exton	PA	19341
29463531	Capstone Mechanical LLC	755 Banfield Rd.	Unit 102	Portsmouth	NH	03801
30228585	Cision US Inc.	350 Hudson St ,		New York	NY	10014-4504
30228586	Cision US Inc.	300 S Riverside Plaza		Chicago	IL	60606

**Exhibit G**

## Exhibit G

Supplemental Twenty-First Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
29463612	CMS Payments Intelligence, Inc.	1111 6th Ave		San Diego	CA	92101
30228591	Comfortrol, Inc.	3155 Lamb Avenue		Columbus	OH	43219
30228592	Command7	6440 Millrock Drive, #350		Salt Lake City	UT	84121
30228594	Command7, LLC	810 E 9400 South		Sandy	UT	84094
29463645	Consolidated Maintenance Solutions, dba Authority HVAC	1438 W Broadway Rd	Unit 211	Tempe	AZ	85282
30228597	Convercent, Inc.	505 North Angier Avenue		Atlanta	GA	30308

**Exhibit H**

## Exhibit H

Supplemental Twenty-Second Rejection Notice Parties Service List  
Served via First Class Mail

AddressID	Name	Address1	Address2	City	State	Postal Code
30228597	Convercent, Inc.	505 North Angier Avenue		Atlanta	GA	30308
30228602	Digital Mobile Innovations, LLC	1600 International Drive	Suite 500	McLean	VA	22102
29463782	Divisions Maintenance Group	50 W 5th St		Cincinnati	OH	45202-3788
29463790	Dolly, Inc.	901 5th AVE	Suite 600	Seattle	WA	98104
30228606	Estes Forwarding Worldwide, LLC	100 Gateway Centre Pkwy	Suite 210	Richmond	VA	23235
30228609	Everest Technologies, Inc.	1105 Schrock Road	Suite 500	Columbus	OH	43229



**Exhibit I**

Exhibit I

Supplemental Twenty-Third Rejection Notice Parties Service List  
Served via First Class Mail

AddressID	Name	Address1	Address2	City	State	Postal Code
29463304	GoShare, Inc.	11440 W Bernardo Ct		San Diego	CA	92101
30228612	Hapag-Lloyd	3 Ravinia Dr	Suite 1600	Atlanta	GA	30346
30228623	IBM	1 New Orchard Road Armonk,		New York	NY	10504-1722

**Exhibit J**

## Exhibit J

Supplemental Twenty-Fourth Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	NAME	Address1	Address2	City	State	Postal Code
30228626	IBM	1 New Orchard Road		Armonk	NY	10504-1722
29463997	IBM Business Consulting Services	71 S Wacker Dr		Chicago	IL	60606
30228643	iCIMS, Inc.	Bell Works 101 Crawfords Corner Road	Suite 3-100	Holmdel	NJ	07733
30204589	IMPACT ANALYTICS INC.	368, 9TH AVENUE, 11-103		NEW YORK	NY	10001
30228645	Indeed	200 E 6TH St		Austin	TX	78701-3696

**Exhibit K**

Exhibit K

Supplemental Twenty-Seventh Rejection Notice Parties Service List  
Served via First Class Mail

AddressID	Name	Address1	Address2	City	State	Postal Code
30228669	International Business Machines Corporation	IBM - Dallas	1000 Belleview St	Dallas	TX	75215
30228675	International Business Machines Corporation	IBM Corporation Distribution Central	1 New Orchard Road	Armonk	NY	10504-1722

**Exhibit L**

## Exhibit L

Supplemental Twenty-Eighth Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	Name	Address1	Address2	Address3	City	State	Postal Code
30228693	Mærsk Agency U.S.A., Inc. as agent for A.P. Møler-Mærsk A/S dba MÆRSK LINE	180 Park Avenue	Building 105	PO Box 950	Florham Park	NJ	07932
30228707	MÆRSK LINE	999 WATERSIDE DR SUITE1600			NORFOLK	VA	23510
30228720	MAERSK SEALAND	115 PERIMETER CENTER PL N # 300			ATLANTA	GA	30346-1249



**Exhibit M**

## Exhibit M

Supplemental Twenty-Ninth Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	Name	Address1	Address2	City	State	Postal Code
30228729	Muzak LLC d/b/a Mood Media	2100 S Ih 35 Frontage Rd Ste 200		Austin	TX	78704
30228731	NASDAQ OMX Corporate Solutions, LLC	151 West 42nd Street	Floors 26, 27, 28	New York	NY	10036
30228736	OMNIA PARTNERS, LLC	5001 Aspen Grove Drive		Franklin	TN	37067
30228737	Optimizely, Inc.	119 5th Ave	7th floor	New York	NY	10003
30228738	Otis Elevator Company	105 Fairfield Rd		Fairfield	NJ	07004
30228740	Packsize, LLC	3760 W. Smart Pack Way		Salt Lake City	UT	84104
29464542	Pickup Now, Inc.	PO Box 312		Lewisville	NC	27023-0312
30228749	Pitney Bowes Global Financial Services LLC	27 Waterview Dr		Shelton	CT	06484-4301

**Exhibit N**

## Exhibit N

Supplemental Thirtieth Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTALCODE
30228751	PowerReviews, Inc.	1 N. Dearborn Street		Chicago	IL	60602
30228752	PR Newswire Association LLC	200 Vesey Street	19th Floor	New York	NY	10281
30228755	Progressive Leasing	256 W. Data Drive		Draper	UT	84020
30228757	R.R. Donnelley & Sons Company	1000 WINDHAM PKY		Bolingbrook	IL	60490
30228758	Raymond Storage Concepts, Inc.	5480 Creek Road		Cincinnati	OH	45242
30228763	Schindler Elevator Corporation	20 Whippany Road		Morristown	NJ	07960
30228765	Sitecore USA, Inc.	44 Montgomery St	Ste 3340	San Francisco	CA	94104-4806

**Exhibit O**

## Exhibit O

Supplemental Thirty-First Rejection Notice Parties Service List  
Served via First Class Mail

ADRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	POSTAL CODE
30228766	Southern Motor Carriers Association, Inc. d/b/a "SMC3"	653 Lexington Circle			Peachtree City	GA	30269
30228771	Sprout Social, Inc.	131 South Dearborn Street	Suite 700		Chicago	IL	60603
29464783	Terminix Commercial	6300 Commerce Center Dr	Ste G		Groveport	OH	43125-1183
30228775	Terminix Commercial	150 Peabody Pl- Terminix			Memphis	TN	38103
29464796	The Go To Group	Pmb 600	12110 Sunset Hills Rd	Ste 600	Reston	VA	20190-5916
30228784	THE WALDINGER CORPORATION	8802 S 121ST St			La Vista	NE	68128-552

**Exhibit P**

## Exhibit P

Supplemental Thirty-Second Rejection Notice Parties Service List  
Served Via First Class Mail

ADRID	Name	Address1	Address2	City	State	Postal Code
30228786	United Information Services, Inc., an EXELA Technologies company	5105 Tollview Drive, Suite 105		Rolling Meadows	IL	60008
30228787	WALDINGER CORPORATION	6200 Scout Trail		Des Moines	IA	50321
30228792	Workfront, Inc.	3301 N. Thanksgiving Way	Ste. 100	Lehi	UT	84043
30228798	Yext, Inc.	61 9TH Ave		New York	NY	10011-7001



**Exhibit Q**

## Exhibit Q

Supplemental Counterparties Service List  
Served via First Class Mail

AddressID	Name	Address1	Address2	City	State	Postal Code
29463410	Aon Risk Consultants, Inc.	1 Liberty Pl Ste 1000		Philadelphia	PA	19103-7306
29463514	Building Air Services	10460 68th Street North		Pinellas Park	FL	33762
29464352	Mercer	12421 Meredith Dr		Urbandale	IA	50323
29464771	Tango Analytics, LLC	9797 Rombauer Rd	Suite #450	Dallas	TX	75019
29464784	Terminix Commercial	150 Peabody Pl		Memphis	TN	38103
29464785	Terminix International Company Limited Partnership	150 Peabody Pl- Terminix		Memphis	TN	38103
29464786	Terminix International Company, L.P.	1937-A Whatley Road		Auburn	AL	36830
29464819	The Terminix International Company, Limited Partnership	5192 Southridge Pkwy	Ste 111	Atlanta	GA	30349-5914

**Exhibit R**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

**Re: D.I. 612**

**NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNTS**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) on September 9, 2024.

**PLEASE TAKE FURTHER NOTICE** that, on September 9, 2024, the Debtors filed a motion (the “**Motion**”) with the Court seeking entry of an order, among other things, approving (a) procedures for the solicitation of bids in connection with the Sale Transaction and the Auction (the “**Bidding Procedures**”),<sup>2</sup> (b) the form and manner of notice related to the Sale Transaction, and (c) procedures for the assumption and assignment of Contracts and Leases in connection with the Sale Transaction (the “**Assumption and Assignment Procedures**”).

**PLEASE TAKE FURTHER NOTICE** that, on October 25, 2024, the Court entered an order (D.I. 612) (the “**Bidding Procedures Order**”) approving, among other things, the Bidding Procedures, which establish the key dates and times related to the Sale Transaction, the Auction, and the Assumption and Assignment Procedures.

**PLEASE TAKE FURTHER NOTICE** that, on **October 30, 2024 at 10:00 a.m. (prevailing Eastern Time)**, the Debtors held an Auction at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017.

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

**PLEASE TAKE FURTHER NOTICE** that, upon the closing of the Sale Transaction, the Debtors intend to assume and assign to the Successful Bidder(s) the Proposed Assumed Contracts. A schedule listing the Proposed Assumed Contracts (the “**Proposed Assumed Contracts Schedule**”) is attached hereto and may also be accessed free of charge on the Debtors’ case information website located at <https://www.cases.ra.kroll.com/BigLots> or can be requested by email at BigLotsInfo@ra.kroll.com. In addition, the amount necessary to cure any prepetition defaults thereunder (the “**Cure Costs**”), if any, necessary for the assumption and assignment of the Proposed Assumed Contracts are set forth on the Proposed Assumed Contracts Schedule. *Each Cure Cost listed on the Proposed Assumed Contracts Schedule represents all liabilities of any nature of the Debtors arising under an Assumed Contract or Assumed Lease prior to the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.* Pursuant to the Assumption and Assignment Procedures, all Assumption and Assignment Objections relating to a proposed Cure Cost (a “**Cure Objection**”) must have been filed and served no later than **November 6, 2024 at 4:00 p.m. (prevailing Eastern Time)**, and a Counterparty’s failure to timely and properly file and serve its Cure Objection shall be (a) deemed to have consented to the Cure Costs (if any) set forth on the Potential Assumed Contracts Schedule (or a Supplemental Assumed Contracts Schedule, if applicable) and (b) forever barred from asserting any Cure Objection against the Debtors, the Successful Bidder, or the property of any such parties relating to such Counterparty’s Assumed Contract(s) or Assumed Lease(s).

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A PROPOSED ASSUMED CONTRACT.** Under the terms of the Assumption and Assignment Procedures, (a) at or prior to the closing of a Sale Transaction, the Successful Bidder(s) may elect, in their sole and absolute discretion, to (i) exclude any Contract or Lease on the Proposed Assumed Contracts Schedule (as amended or supplemented) (in which case it shall become an Excluded Contract or Excluded Lease, as applicable) or (ii) include on the Proposed Assumed Contracts Schedule any Contract or Lease listed on the Potential Assumed Contracts Schedule (as amended or supplemented), by providing to the Debtors written notice of its election to exclude or include such Contract or Lease, as applicable, (b) if the Debtors or the Successful Bidder(s) identify during the pendency of the Chapter 11 Cases (before or after the closing of the applicable Sale Transaction) any Contract or Lease that is not listed on the Proposed Assumed Contracts Schedule, and such Contract or Lease has not been rejected by the Debtors, such Successful Bidder(s) may, in their sole and absolute discretion, elect by written notice to the Debtors to treat such Contract or Lease as an Assumed Contract or Assumed Lease, as applicable, and the Debtors shall seek to assume and assign such Assumed Contract or Assumed Lease in accordance with the Assumption and Assignment Procedures, and (c) following the Auction, the Debtors may, in accordance with the applicable purchase agreement, or as otherwise agreed by the Debtors and the Successful Bidder(s), at any time before the closing of the Sale Transaction, modify the previously stated Cure Costs associated with any Proposed Assumed Contract in accordance with the Assumption and Assignment Procedures. The Assumption and Assignment Procedures further provide that any Counterparty whose previously-stated Cure Cost is modified will receive notice thereof and an opportunity to file a Supplemental Assumption and Assignment Objection. **The assumption and assignment of the Contracts and Leases on the Proposed Assumed Contracts Schedule is not guaranteed**

and is subject to approval by the Court and the Debtors' or Successful Bidder's right to remove an Assumed Contract or Assumed Lease from the Proposed Assumed Contracts Schedule.

### **Obtaining Additional Information**

Copies of the Motion and the Bidding Procedures Order, as well as all related exhibits (including the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors' case information website located at <https://www.cases.ra.kroll.com/BigLots> or can be requested by email at BigLotsInfo@ra.kroll.com.

### **Filing Objections**

Pursuant to the Assumption and Assignment Procedures, objections to the proposed assumption and assignment of an Assumed Contract or Assumed Lease (an "**Assumption and Assignment Objection**") with respect to the ability of a Successful Bidder to provide adequate assurance of future performance must (a) be in writing, (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (c) state, with specificity, the legal and factual bases thereof (including, to the extent modified from the previously stated amount, the Cure Costs), (d) by no later than **November 6, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "**Assumption and Assignment Objection Deadline**"), (i) be filed with the Court and (ii) be served on (1) counsel to the Debtors, (y) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Brian M. Resnick, Esq., Adam L. Shpeen, Esq., Stephen D. Piraino, Esq., Jonah A. Peppiatt, Esq., and Ethan Stern, Esq. (notice.biglots@davispolk.com) and (z) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn: Robert J. Dehney, Sr., Esq., Andrew R. Remming, Esq., Daniel B. Butz, Esq., Tamara K. Mann, Esq., and Casey B. Sawyer, Esq. (biglots.mnat@morrisnichols.com), (2) counsel to the ABL Agent, (y) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com) and (z) Blank Rome LLP, 1201 N. Market Street, Suite 800, Wilmington, DE 19801, Attn: Regina Stango Kelbon, Esq. (regina.kelbon@blankrome.com) and Stanley Tarr, Esq. (stanley.tarr@blankrome.com), (3) counsel to the Term Agent, (y) Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Chad B. Simon, Esq. (CSimon@otterbourg.com), James V. Drew, Esq. (JDrew@otterbourg.com), and Sarah L. Hautzinger, Esq. (shautzinger@otterbourg.com) and (z) Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801, Attn: John H. Knight, Esq. (knight@rlf.com), (4) proposed counsel to the Committee, (y) McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, NY 10017, Attn: Darren Azman, Esq. (dazman@mwe.com) and Kristin G. Going, Esq. (kgoing@mwe.com), and (z) Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin R. Alberto, Esq. (jalberto@coleschotz.com) and Stacy L. Newman, Esq. (snewman@coleschotz.com), (5) counsel to the Stalking Horse Bidder, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Christopher Marcus, P.C. (cmarcus@kirkland.com), Douglas A. Ryder, P.C. (douglas.ryder@kirkland.com), and Nicholas M. Adzima (nicholas.adzima@kirkland.com), and (6) the U.S. Trustee, Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801. Attn: Linda J. Casey (linda.casey@usdoj.gov) (collectively, the "**Objection Notice Parties**").

Objections to the Sale Order, the conduct of the Auction, or the Sale Transaction, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and (d) by no later than **November 6, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”) be (i) filed with the Court and (ii) served on the Objection Notice Parties.

A hearing to consider the approval of the proposed Sale Transaction(s) will be held before the Court on **November 12, 2024 at 1:30 p.m. (prevailing Eastern Time)** or such other date as determined by the Court.

### **CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION**

*Any Counterparty to an Assumed Contract or Assumed Lease who fails to timely make an objection to the proposed assumption and assignment of such Assumed Contract or Assumed Lease, the Debtors’ proposed Cure Costs or the ability of the Successful Bidder to provide adequate assurance of future performance on or before the Assumption and Assignment Objection Deadline in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, and this Notice (or in the case of a Supplemental Assumption and Assignment Objection, by 14 days from the date of service of such Supplemental Assumption and Assignment Notice) shall be deemed to have consented to the assumption and assignment of such Assumed Contract or Assumed Lease, including with respect to the ability of the Successful Bidder(s) to provide adequate assurance of future performance and the Debtors’ proposed Cure Costs, to the extent modified from the previously stated amount, and shall be forever barred from asserting any objection or claims against the Debtors, the Successful Bidder(s), or the property of any such parties relating to the assumption and assignment of such Assumed Contract or Assumed Lease (including asserting additional Cure Costs with respect to such Assumed Contract or Assumed Lease). Notwithstanding anything to the contrary in such Assumed Contract or Assumed Lease, or any other document, the Cure Costs set forth on the Proposed Assumed Contracts Schedule (as amended or supplemented) shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assumed Contract or Assumed Lease under section 365(b) of the Bankruptcy Code arising out of or related to any events occurring prior to the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.*

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Dated: October 31, 2024  
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL  
LLP

/s/ Sophie Rogers Churchill

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**Due to the voluminous nature of Docket No. 683, this document has been abridged. Full copy of the document can be found at**  
**<https://cases.ra.kroll.com/biglots/Home>**